

FULLY REIMBURSABLE UMBRELLA SPACE ACT AGREEMENT
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER
AND
AMENTUM SERVICES, INC.
FOR
USE OF NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, JOHN F.
KENNEDY SPACE CENTER RESOURCES IN PERFORMING CONTRACTOR 3RD
PARTY WORK

ARTICLE 1. AUTHORITY AND PARTIES

In accordance with the National Aeronautics and Space Act (51 U.S.C. 20113(e)), this Umbrella Agreement is entered into by the National Aeronautics and Space Administration John F. Kennedy Space Center, located at Kennedy Space Center, FL 32899 (hereinafter referred to as “NASA” or “NASA KSC”) and Amentum Services, Inc., located at 20501 Seneca Meadows Parkway, Suite 300, Germantown, MD 20876-7016 (hereinafter referred to as “Partner” or “Amentum”). NASA and Partner may be individually referred to as a "Party" or collectively referred to as the “Parties.”

ARTICLE 2. PURPOSE AND IMPLEMENTATION

A. This Umbrella Agreement (hereinafter referred to as the “Agreement” or “Umbrella Agreement”) shall grant Amentum utilization of NASA KSC resources to perform work for third parties (“Contractor 3rd Party Work” or “C3PW”). Amentum’s utilization of Government property and workforce resources otherwise used to perform the following NASA KSC contracts:

1. Laboratory Support Services and Operations (LASSO) contract number 80KSC018C0017;
2. Kennedy Propellants and Life Support Services II (KPLSS II) contract number 80KSC020D0008

Amentum’s use of such resources for C3PW shall be on a reimbursable, noninterference basis. C3PW allows for commercial access to services necessary to support the robust development of an emerging commercial space industry, and thereby encourages, to the maximum extent possible, the fullest commercial use of space in accordance with 51 U.S.C. § 20112(a)(4). Consistent with Agency guidance, C3PW also allows NASA KSC to optimally utilize and sustain its unique facilities while retaining a workforce with the critical skills necessary to operate a multiuser space launch complex. This Umbrella Agreement authorizes Amentum to propose the use of Government resources, including the performance of work by civil service labor that is incidental to the use of Government resources, in the performance of C3PW. Amentum shall not use Government resources in the performance of C3PW conducted under this Umbrella Agreement without first obtaining NASA’s approval, as evidenced by a duly executed Annex to this Umbrella Agreement, and reimbursing NASA in accordance with the terms of that

Annex. Notwithstanding any provision of civil servant labor in support of work under C3PW, under no circumstances shall any civil servant labor be performed under the direction of the Partner or its employees.

B. Each instance of C3PW shall be documented in an Annex to this Umbrella Agreement, including one (1) Annex Agreement (hereinafter referred to as the "Annex") that shall be executed concurrently with this Umbrella Agreement. The Parties may execute subsequent Annexes under this Umbrella Agreement consistent with the purpose and terms of this Umbrella Agreement. This Umbrella Agreement shall govern all Annexes executed hereunder; no Annex shall amend this Umbrella Agreement. Each Annex will detail the specific purpose of the proposed activity; responsibilities; schedule and milestones; any labor, facilities, or equipment; and other Government resources to be utilized under the task. This Umbrella Agreement takes precedence over any Annexes. In the event of a conflict between the Umbrella Agreement and any Annex concerning the meaning of its provisions, and the rights, obligations and remedies of the Parties, the Umbrella Agreement is controlling.

C. Amentum shall propose any C3PW by submitting a completed standardized Annex. See Exhibit 1. The proposed Annex shall identify the third party for whom Amentum is performing the work and set forth a description of the project and its purpose. Proposed Annexes shall identify the term of the C3PW Agreement and the supporting milestones, as well as any potential conflicts with work under Amentum's prime contracts to NASA.

D. Proposed Annexes shall be accompanied by:

1. An Estimated Price Report (EPR) in the format provided by the Government (KSC Form 50-241). The EPR shall include the estimated value of on-site Amentum workforce labor and/or civil service labor that will be used in performing the work, as well as other applicable costs associated with the Annex.

2. A completed C3PW Checklist (see Exhibit 2), which shall include a list of the Government property that will be used to perform the work. Amentum will apply rental or usage fees, when applicable, as determined by the Government, calculated in accordance with Federal Acquisition Regulation (FAR) 52.245-9. In addition, as it is NASA's policy not to compete with private industry, Amentum shall describe how the NASA resources proposed for use are unique and not available from commercial sources. Contractor and Government resources, individually or in combination, shall provide a capability not reasonably available in the commercial market place.

ARTICLE 3. RESPONSIBILITIES

A. NASA KSC will use reasonable efforts to:

1. Provide support of projects undertaken in any Annex.
2. Provide internal coordination of approvals for Annexes.
3. Provide for a single Point of Contact for Annex development and coordination.

4. Notify Amentum upon the Annex's execution.

B. Amentum will:

1. Keep the NASA Agreement Manager and Technical Points of Contact apprised of potential C3PW opportunities being pursued to facilitate coordination within NASA (e.g., safety), when applicable, prior to formal submission of the C3PW package for review and approval.
2. Propose C3PW work in accordance with Article 2 and deliver each draft Annex, Checklist, and EPR to the NASA Agreement Manager and Technical Points of Contact specified in this Umbrella Agreement.
3. Submit to NASA all supporting documentation for each proposed C3PW activity with adequate advance notice and requisite information for proper scheduling provision.
4. Submit a final financial report for each Annex, in agreed-to format, reconciling estimated NASA reimbursements with actual reimbursements. Partner shall submit such reports to NASA no more than sixty (60) days after work completion and no less than annually, whichever is applicable to facilitate Government fiscal year-end processes, unless otherwise specified in the Annex.
5. Provide internal coordination of approvals for Annexes.
6. Provide for a single Point of Contact for Annex development and coordination.

ARTICLE 4. SCHEDULE AND MILESTONES

The Parties shall execute one (1) Annex concurrently with this Umbrella Agreement. The initial Annex and any subsequent Annexes will be performed on the schedule and in accordance with the milestones set forth in each respective Annex.

ARTICLE 5. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA as set forth in each Annex for NASA to carry out its responsibilities under this Agreement. Partner shall make payment in advance of initiation of NASA's efforts on behalf of the Partner. Advance payments shall be scheduled to ensure that funds are resident with NASA before any Federal obligations are incurred in support of work on behalf of the Partner.

B. Payment shall be payable to the National Aeronautics and Space Administration through the NASA Shared Services Center (NSSC) (choose one form of payment):

1. U.S. Treasury FEDWIRE Deposit System, Federal Reserve Wire Network Deposit System;
2. pay.gov at <https://www.nssc.nasa.gov/home> (select "Pay NASA" from the Quick Links to the right of the page); or
3. Check. A check should be payable to NASA and sent to:

NASA Shared Services Center
FMD – Accounts Receivable
For the Accounts of: John F. Kennedy Space Center
Building 1111, Jerry Hlass Road
Stennis Space Center, MS 39529

Each payment shall be properly identified by Center. Payment by electronic transfer [#1 or #2, above], is strongly encouraged, and payment by check is to be used only if circumstances preclude the use of electronic transfer. All payments and other communications regarding this Agreement shall reference the Center name, title, date, and number of this Agreement.

C. Although NASA KSC shall make a good faith effort to accurately estimate its costs in support of this Agreement, it is understood that NASA provides no assurance that any services provided under this Agreement will be accomplished for the estimated amount. NASA KSC will not provide services or incur costs beyond the existing payment. Should any service cost more than the estimate, NASA KSC will advise Partner as soon as possible. Partner shall pay all costs incurred and have the option of canceling, modifying the scope, or providing additional funding for the service(s). Should this Agreement be terminated, or the service(s) completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds, and promptly thereafter return any unspent funds to Partner. Any refunds will be processed via Electronic Funds Transfer (EFT) which requires completion of the Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Form (OMB 1510-0056). If the service's final billing requires the payment by Partner of additional funds, payment of said funds shall be due to NASA KSC within thirty (30) days of the date of NASA's invoice. In no event will NASA transfer any U.S. Government funds to Partner under this Agreement.

D. Notwithstanding any other provision of this Agreement, all activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment. In the event that NASA's projected availability changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's use of the goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two or more non-NASA Partners, NASA, in its sole discretion, shall determine the priority as between those Partners. This Agreement does not obligate NASA to seek alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar agreements for the same or similar purpose with other private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

A. Partner hereby waives any claims against NASA, its employees, its related entities, (including, but not limited to, contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors and subcontractors, at any tier) and employees of NASA's related entities for any injury to, or death of, Partner employees or the employees of Partner's related entities, or for damage to, or loss of, Partner's property or the property of its related entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

B. Partner further agrees to extend this unilateral waiver to its affiliates, contractors, and subcontractors at any tier by requiring them, by contract or otherwise, to waive all claims against NASA, its related entities, and employees of NASA and employees of NASA's related entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 9. LIABILITY AND RISK OF LOSS - PRODUCT LIABILITY

With respect to products or processes resulting from a Party's participation in a Space Act Agreement, each Party that markets, distributes, or otherwise provides such product, or a product designed or produced by such a process, directly to the public will be solely responsible for the safety of the product or process.

ARTICLE 10. LIABILITY AND RISK OF LOSS - PRODUCT LIABILITY INDEMNIFICATION

In the event the U.S. Government incurs any liability based upon Partner's, or Partner's Related Entity's, use or commercialization of products or processes resulting from a Party's participation under this Agreement, Partner agrees to indemnify and hold the U.S. Government harmless against such liability, including costs and expenses incurred by the U.S. Government in defending against any suit or claim for such liability.

ARTICLE 11. LIABILITY AND RISK OF LOSS - COMMERCIAL GENERAL LIABILITY INSURANCE

A. Insurance Coverage and Amounts

Partner shall at all times during the term of the Agreement and at Partner's sole cost and expense, obtain and keep in force the insurance coverage and amounts set forth in this section 1. Partner shall maintain commercial general liability, products and completed operations, and medical

payments, with limits not less than \$1,000,000 per occurrence and aggregate, insuring against claims for bodily injury, personal injury and property damage arising from activities under this Agreement. The policy shall contain an exception to any pollution exclusion that insures damage or injury arising out of heat, smoke or fumes from a hostile fire. Any general aggregate shall apply on a per location basis. If Partner uses owned, hired or non-owned vehicles, Partner shall maintain business auto liability insurance with limits not less than \$1,000,000 per accident covering such vehicles. Partner shall carry workers' compensation insurance for all of its employees in statutory limits as required by state law and employer's liability insurance that affords not less than \$500,000 for each coverage. Any deductibles selected by Partner for any insurance policy described in this section 1 shall be the sole responsibility of Partner.

B. Insurance Requirements

1. All insurance and all renewals thereof shall be issued by companies with a rating of at least "A-" "VIII" (or its equivalent successor) or better in the current edition of Best's Insurance Reports (or its equivalent successor, or, if there is no equivalent successor rating, otherwise acceptable to NASA) and be licensed to do and doing business in Florida.
2. Each policy shall be endorsed to provide that the policy shall not be canceled or materially altered without thirty (30) days prior written notice to NASA and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to NASA and such period of thirty (30) days shall have expired.
3. The commercial general liability and any automobile liability insurance shall be endorsed to name NASA (and any other parties designated by NASA) as an additional insured, shall be primary and noncontributing with any insurance with may be carried by NASA, and shall afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the policy period.
4. Partner shall deliver certificates of insurance and endorsements, acceptable to NASA, to NASA before the commencement of activities under this Agreement and at least ten (10) days before the expiration of each policy. Such documents shall be delivered to the address for certificate holder set forth below. If Partner fails to insure or fails to furnish any such insurance certificate, endorsement or policy, NASA shall have the right from time to time to effect such insurance for the benefit of Partner or NASA or both of them, and Partner shall pay to NASA on written demand, as additional reimbursement under this Agreement, all premiums paid by NASA. Each certificate of insurance shall list the certificate holder as follows:

National Aeronautics and Space Administration
John F. Kennedy Space Center
Attn: Office of the Chief Counsel
Mail Code: CC
Kennedy Space Center, FL 32899

5. If NASA at any time believes that the limits or extent of coverage or deductibles with respect to any of the insurance required in this Agreement are insufficient, NASA may determine the proper and reasonable limits and extent of coverage and deductibles for such insurance and such insurance shall thereafter be carried with the limits and extent of coverage and deductibles as so determined until further change pursuant to the provisions of this Agreement.

6. No approval by NASA or any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by NASA of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible. By requiring insurance, NASA makes no representation or warranty that coverage or limits will necessarily be adequate to protect Partner and such coverage and limits shall not be deemed as a limitation on Partner's liability under any indemnities granted to NASA in this Agreement.

7. Failure of NASA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of NASA to identify a deficiency from evidence that is provided shall not be construed as a waiver of Partner's obligation to maintain such insurance.

ARTICLE 12. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. General

1. "Related Entity" as used in this Data Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted to perform activities under this Agreement.

2. "Data" means recorded information, regardless of form, the media on which it is recorded, or the method of recording.

3. "Proprietary Data" means Data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the Data is:

- a. Known or available from other sources without restriction;
- b. Known, possessed, or developed independently, and without reference to the Proprietary Data;
- c. Made available by the owners to others without restriction; or
- d. Required by law or court order to be disclosed.

4. Data exchanged under this Agreement is exchanged without restriction except as otherwise provided herein.
5. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that meets one of the exceptions in 3. above. If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.
6. The Parties will not exchange preexisting Proprietary Data under this Agreement unless authorized herein or in writing by the owner.
7. If the Parties exchange Data having a notice that the Receiving Party deems is ambiguous or unauthorized, the Receiving Party shall tell the Providing Party. If the notice indicates a restriction, the Receiving Party shall protect the Data under this Article unless otherwise directed in writing by the Providing Party.
8. The Data rights herein apply to the employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
9. Disclaimer of Liability: NASA is not restricted in, or liable for, the use, disclosure, or reproduction of Data without a restrictive notice, or for Data Partner gives, or is required to give, the U.S. Government without restriction.
10. Partner may use the following or a similar restrictive:

Proprietary Data Notice

The data herein include Proprietary Data and are restricted under the Data Rights provisions of Space Act Agreement [provide applicable identifying information].

Partner should also mark each page containing Proprietary Data with the following or a similar legend: **“Proprietary Data – Use And Disclose Only Under the Notice on the Title or Cover Page.”**

B. Data First Produced by Partner Under this Agreement

If Data first produced by Partner or its Related Entities under this Agreement is given to NASA, and the Data is Proprietary Data, and it includes a restrictive notice, NASA will use reasonable efforts to protect it. The Data will be disclosed and used (under suitable protective conditions) only for U.S. Government purposes.

C. Data First Produced by NASA Under this Agreement

If Partner requests that Data first produced by NASA under this Agreement be protected, and NASA determines it would be Proprietary Data if obtained from Partner, NASA will mark the Data with a restrictive notice and will use reasonable efforts to protect it for the period of time specified in the Annex under which the Data is produced. During this restricted period, the Data may be disclosed and used (under suitable protective conditions) for U.S. Government purposes only, and thereafter for any purpose. Partner must not disclose the Data without NASA's written approval during the restricted period. The restrictions placed on NASA do not apply to Data disclosing a NASA-owned invention for which patent protection is being considered.

D. Publication of Results

The National Aeronautics and Space Act (51 U.S.C. § 20112) requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof. As such, NASA may publish unclassified and non-Proprietary Data resulting from work performed under this Agreement. The Parties will coordinate publication of results allowing a reasonable time to review and comment.

E. Data Disclosing an Invention

If the Parties exchange Data disclosing an invention for which patent protection is being considered, and the furnishing Party identifies the Data as such when providing it to the Receiving Party, the Receiving Party shall withhold it from public disclosure for a reasonable time (one (1) year unless otherwise agreed or the Data is restricted for a longer period herein).

F. Copyright

Data exchanged with a copyright notice and with no restrictive notice is presumed to be published. The following royalty-free licenses apply.

1. If indicated on the Data that it was produced outside of this Agreement, it may be reproduced, distributed, and used to prepare derivative works only for carrying out the Receiving Party's responsibilities under this Agreement.
2. Data without the indication of F.1. is presumed to be first produced under this Agreement. Except as otherwise provided in paragraph E. of this Article, and in the *Invention and Patent Rights* Article of this Agreement for protection of reported inventions, the Data may be reproduced, distributed, and used to prepare derivative works for any purpose.

G. Data Subject to Export Control

Whether or not marked, technical data subject to the export laws and regulations of the United States provided to Partner under this Agreement must not be given to foreign persons or transmitted outside the United States without proper U.S. Government authorization.

H. Handling of Background, Third Party and Controlled Government Data

1. NASA or Partner (as Disclosing Party) may provide the other Party or it's Related Entities (as Receiving Party):

- a. Proprietary Data developed at the Disclosing Party's expense outside of this Agreement (referred to as Background Data);
- b. Proprietary Data of third parties that the Disclosing Party has agreed to protect or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) (referred to as Third Party Proprietary Data); and
- c. U.S. Government Data, including software and related Data, the Disclosing Party intends to control (referred to as Controlled Government Data).

2. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.

3. Identification of Data:

- a. All Background, Third Party Proprietary and Controlled Government Data provided by Disclosing Party shall be identified in the Annex under which it will be provided.
- b. Notwithstanding H.4., NASA software and related Data provided to Partner shall be identified in the Annex under which it will be used. Software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). Partner shall use and protect the related Data in accordance with this Article. Unless the SUA authorizes retention, or Partner enters into a license under 37 C.F.R. Part 404, the related Data shall be disposed of as instructed by NASA.

4. For such Data with a restrictive notice pursuant to H.2, Receiving Party shall:

- a. Use, disclose, or reproduce such Data only as necessary under this Agreement;
- b. Safeguard such Data from unauthorized use and disclosure;
- c. Allow access to such Data only to its employees and any Related Entity requiring access under this Agreement;
- d. Except as otherwise indicated in 4.c., preclude disclosure outside Receiving Party's organization;

- e. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
- f. Dispose of such Data as Disclosing Party directs.

I. Oral and Visual Information

If Partner discloses Proprietary Data orally or visually, NASA will have no duty to restrict, or liability for disclosure or use, unless Partner:

- 1. Orally informs NASA before initial disclosure that the Data is Proprietary Data, and
- 2. Reduces the Data to tangible form with a restrictive notice and gives it to NASA within ten (10) calendar days after disclosure.

ARTICLE 13. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

- A. "Related Entity" as used in this Invention and Patent Rights Article means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner assigned, tasked, or contracted with to perform activities under this Agreement.
- B. The invention and patent rights herein apply to employees and Related Entities of Partner. Partner shall ensure that its employees and Related Entity employees know about and are bound by the obligations under this Article.
- C. NASA has determined that 51 U.S.C. § 20135(b) does not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing party(ies). No invention or patent rights are exchanged or granted under this Agreement. NASA and Partner will use reasonable efforts to report inventions made jointly by their employees (including employees of their Related Entities). The Parties will consult and agree on the responsibilities and actions to establish and maintain patent protection for joint invention, and on the terms and conditions of any license or other rights exchanged or granted between them.

ARTICLE 14. USE OF NASA NAME AND NASA EMBLEMS

A. NASA Name and Initials

Partner shall not use "National Aeronautics and Space Administration" or "NASA" in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. Except for releases under the "Release of General Information to the Public and Media" Article, Partner must submit any proposed public use of the NASA name or initials (including press releases and all promotional and advertising

use) to the NASA Associate Administrator for the Office of Communications or designee ("NASA Communications") for review and approval. Approval by NASA Office of Communications shall be based on applicable law and policy governing the use of the NASA name and initials.

B. NASA Emblems

Use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Partner must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 15. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to 51 U.S.C. § 20113(e) in a searchable format on the NASA website within sixty (60) days after the agreement is signed by the Parties. The Parties acknowledge that a copy of this Agreement will be disclosed, without redactions, in accordance with the NTAA.

ARTICLE 16. DISCLAIMER OF WARRANTY

Goods, services, facilities, or equipment provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of any such goods, services, facilities, or equipment, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the goods, services, facilities or equipment provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately-owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

ARTICLE 17. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or provision of goods, services, facilities or equipment under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement,

regardless of the fact that such product or service may employ NASA-developed technology.

ARTICLE 18. COMPLIANCE WITH LAWS AND REGULATIONS

A. The Parties shall comply with all applicable laws and regulations including, but not limited to, safety; security; export control; environmental; and suspension and debarment laws and regulations. Access by a Partner to NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security (Kennedy NASA Procedural Requirements (KNPR) 1600.1, "KSC Security Procedural Requirements,") and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

B. With respect to any export control requirements:

1. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120 through 130, and the Export Administration Regulations (EAR), 15 C.F.R. Parts 730 through 799, in performing work under this Agreement or any Annex to this Agreement. In the absence of available license exemptions or exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.

2. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement or any Annex under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.

3. The Partner will be responsible for all regulatory record-keeping requirements associated with the use of licenses and license exemptions or exceptions.

4. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

C. With respect to suspension and debarment requirements:

1. The Partner hereby certifies, to the best of its knowledge and belief, that it has complied, and shall comply, with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 1880, Subpart C.

2. The Partner shall include language and requirements equivalent to those set forth in subparagraph C.1., above, in any lower-tier covered transaction entered into under this Agreement.

ARTICLE 19. TERM OF AGREEMENT

This Agreement takes effect upon the date of the last signature below ("Effective Date") and shall remain in effect until the earlier of five (5) years from the Effective Date, or until the last of the prime contracts identified in Article 2, paragraph A, expires or terminates.

ARTICLE 20. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Umbrella Agreement or any Annex(es) by providing thirty (30) calendar days written notice to the other Party. Termination of an Annex does not terminate this Umbrella Agreement. However, the termination or expiration of this Umbrella Agreement also constitutes the termination of all outstanding Annexes. In the event of termination of any of the Annex(es), Partner will be obligated to reimburse NASA for all its costs which have been incurred in support of that Annex(es) up to the date the termination notice was received by NASA. In the event of termination of this Umbrella Agreement, Partner will be obligated to reimburse NASA for all costs which it incurred in support of this Umbrella Agreement up to the date the termination notice was received by NASA. Where Partner terminates this Umbrella Agreement or any Annex(es), Partner will also be responsible for those costs which are incurred as a result of such termination.

ARTICLE 21. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss," "Intellectual Property Rights"-related clauses, and "Financial Obligations" shall survive such expiration or termination of this Agreement.

ARTICLE 22. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement. Annexes may designate Points of Contact for purposes of the Annex activities.

Agreement Points of Contact:

NASA John F. Kennedy Space Center
Kristian Rouillard
Partnership Development Manager
Mail Code: AD-C
Kennedy Space Center, FL 32899
Phone: 321-867-3716
E-mail: kristian.d.rouillard@nasa.gov

Amentum Services, Inc.
Susan Germano
Contracts Manager
8910 Astronaut Blvd., Suite 300
Cape Canaveral, FL 32920
Phone: 321-593-6572
E-mail: susan.s.germano@nasa.gov

Technical Points of Contact:

LASSO Prime Contract #80KSC018C0017

NASA John F. Kennedy Space Center
Stephen Starr
Contracting Officer Representative
Mail Code: NE-TH
Kennedy Space Center, FL 32899
Phone: 321-861-6242
E-mail: stephen.r.starr@nasa.gov

Amentum Services, Inc.
Douglas Wyatt, Ph.D.
LASSO Program Manager
Mail Code: LASSO
Kennedy Space Center, FL 32899
Phone: 803-295-7069
E-mail: doug.wyatt@aecom.com

KPLSS II Prime Contract #80KSC020D0008

NASA John F. Kennedy Space Center
Jonathan Partridge
Contracting Officer Representative
Mail Code: SI-C3
Kennedy Space Center, FL 32899
Phone: 321-867-0093
E-mail: jonathan.k.partridge@nasa.gov

Amentum Services, Inc.
Leif Morton
KPLSS II Program Manager
Mail Code: KPLSS II
Kennedy Space Center, FL 32899
Phone: 321-861-4647
E-mail: leif.k.morton@nasa.gov

ARTICLE 23. DISPUTE RESOLUTION

Except as otherwise provided in the Article entitled "Priority of Use," the Article entitled "Intellectual Property Rights – Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g., under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement or Annex shall be referred by the claimant in writing to the appropriate person identified in this Agreement for purposes of the activities undertaken in the Agreement, or Annex(es) for purposes of the activities undertaken in the Annex(es) as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable, will issue a written decision that will be the final Agency decision for the purpose of judicial review. Nothing in this Article limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final Agency decision.

ARTICLE 24. INVESTIGATIONS OF MISHAPS AND CLOSE CALLS

In the case of a close call, mishap or mission failure, the Parties agree to provide assistance to each other in the conduct of any investigation. For all NASA mishaps or close calls, Partner agrees to comply with NASA Procedural Requirements (NPR) 8621.1, "NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping" and

Kennedy NASA Procedural Requirements (KNPR) 8715.3, "KSC Safety Procedural Requirements for Partners Organizations Operating in Joint-Use Facilities."

ARTICLE 25. MODIFICATIONS

Any modification to this Umbrella Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Accompanying Annexes may be modified under the same terms. Modification of an Annex does not modify the Umbrella Agreement.

ARTICLE 26. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing, or successors, or higher-level officials possessing original or delegated authority to execute this Agreement which shall not be unreasonably withheld.

ARTICLE 27. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

ARTICLE 28. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 29. SIGNATORY AUTHORITY

The signatories to this Agreement covenant and warrant that they have authority to execute this Agreement. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
JOHN F. KENNEDY SPACE CENTER

AMENTUM SERVICES, INC.

BY: _____
Shawn M. Quinn
Director, Engineering

BY: _____
Kyle J. Renehan
Vice President, Contracts

DATE: _____

DATE: _____

EXHIBIT 1: Annex

CONTRACTOR 3rd PARTY WORK (C3PW) PROJECT PROPOSAL - ANNEX NO. #
BETWEEN
NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)
JOHN F. KENNEDY SPACE CENTER (KSC)
AND
CONTRACTOR NAME
FOR
PROJECT/SERVICE TITLE

The legal authority for this Annex, consistent with the Umbrella Agreement, is the National Aeronautics and Space Act 51 U.S.C. § 20113(e). In accordance with the terms and conditions set forth in Umbrella Space Act Agreement, KCA-####, for contract #, the Parties hereby agree as follows:

ARTICLE 1. Description/Purpose of the Work Being Performed

This Annex shall be for the purpose of Partner (acronym), utilizing NASA KSC onsite resources available to Partner acronym under the contract name (acronym) Contract, to perform C3PW work for 3rd Party name, address. Specifically, under this Annex, Partner acronym will perform the following work for 3rd Party name: [describe work].

ARTICLE 2. Responsibilities

A. NASA will use reasonable efforts to:

1. Provide Partner access to facilities, equipment, and institutional support required for the performance of the work outlined in Article 1 at levels equivalent to that required by Partner acronym to perform similar work under the contract acronym Contract with NASA, on a not-to-interfere-with-Government-work basis.
2. Modify this Annex, as necessary, to support changes in the scope or quantity of services requested by 3rd Party name .

B. Partner will:

1. Reimburse NASA in accordance with the Umbrella Agreement for use of Government resources utilized in performance of the C3PW activities, KCA-####.
2. Forward advance payments to NASA in accordance with the Umbrella Agreement based on the estimated number of hours and associated costs for the C3PW activity, with subsequent reconciliation based on actual costs.

ARTICLE 3. Schedule and Milestones

Period of Performance: **Date to Date**

Planned Milestones and Deliverables: **List**

ARTICLE 4. Financial Obligations

Partner agrees to advance NASA the estimated cost of **[insert dollar amount]** identified on the Estimated Price Report (EPR) as reimbursement for NASA to carry out its responsibilities under this Annex. As additional work requirements within the scope of this Annex are identified, subsequent annexes and/or EPR will be processed to assure the total project and value are documented, and advance deposit made prior to the work being performed in accordance with the Umbrella Agreement.

ARTICLE 5. Term of Annex

This Annex becomes effective upon the date of the last signature in Article 7.B. below and shall remain in effect until the completion of all obligations of both Parties hereto, or until **Date**, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement.

ARTICLE 6. Right to Terminate

Either party may unilaterally terminate this annex by providing thirty (30) calendar days written notice to the other party.

ARTICLE 7. Technical Points of Contact and Signatory Authority

A. Technical Points of Contact: The following personnel are designated as the primary points of contact between the Parties in the performance of this Agreement:

NASA John F. Kennedy Space Center

Name

Title

Mail Code: **XX**

Kennedy Space Center, FL 32899

Phone: 321-**###-####**

E-mail: **XXXXXX**

Partner Company Name

Name

Title

Mail Code: **XX**

Kennedy Space Center, FL 32899

Phone: 321-**###-####**

E-mail: **XXXXXX**

- B. Signatory Authority: The signatories covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NASA John F. Kennedy Space Center

Name

Title

Mail Code: XX

Kennedy Space Center, FL 32899

Phone: 321-###-####

E-mail: XXX

Signature/Date:

Partner Company Name

Name

Title

Mail Code: XX

Kennedy Space Center, FL 32899

Phone: 321-###-####

E-mail: XXX

Signature/Date:

- C. If use of Government Furnished Property (GFP) is requested for this C3PW Annex

Name

Contracting Officer

Mail Code: XX

Kennedy Space Center, FL 32899

Phone: 321-###-####

E-mail: XXX

Signature/Date:

The Contracting Officer hereby approves use of GFP for the purpose(s) stated herein, subject to (1) the concurrence of the Contracting Officer's Representative for the said contract AND (2) the formal execution of the Annex and the contractor's payment/reimbursement to the Government for the amount reflected in Article 4, Financial Obligations, in accordance with the following:

Check applicable box:

☐ Subject to a rental fee of \$_____ per hour in accordance with FAR 52.245-9, Use and Charges.

☐ In lieu of a separate rental fee, reimbursement to the Government of the costs reflected in Article 4, Financial Obligations provides adequate consideration for the use of the identified Government Property (held by the contractor) for the purpose(s) stated in the Annex.

EXHIBIT 2: Checklist

CONTRACTOR 3rd PARTY WORK (C3PW) PROJECT PROPOSAL CHECKLIST

In accordance with terms and conditions set forth in Space Act Agreement KCA-####, Annex #, for contract #, the Partner provides NASA KSC with the following information in support of proposed C3PW work:

A. Estimated Period of Performance: Date to Date

B. Describe the unique Nature of KSC Resources (i.e., Government-owned facilities, property, labor and/or expertise) not available from Commercial Sources.

Examples:

1. Facilities, equipment, and other property which, individually or in combination, constitute a unique resource.
2. Expertise of resident personnel (contractor and/or civil servant) which, individually or in combination, constitute a unique resource.
3. Compatibility with existing operating systems/networks.
4. Any combination of the above-mentioned capabilities.

C. Location of Work Performance: List Facility Name and Number

D. Civil service labor is required (additional information may be required under Checklist item E):

☐ Yes ☐ No

E. If Civil service labor is required, Partner has verified the appropriate flow down provisions from their Reimbursable Space Act Umbrella Agreement with NASA have been incorporated into the 3rd party agreement: ☐ Yes ☐ No ☐ Not Applicable

1. If yes, please provide the following information:

a. Work being performed by the civil servant:

b. Location(s) where civil servant work will be performed:

c. Describe the hazards(s), if any, that the civil servant will be exposed to.

F. The Annex activity introduces new hazards or changes preexisting controls/mitigations for the normal work performed under KSC contract to NASA: ☐ Yes ☐ No

1. If yes, what are the hazard(s) and planned change(s) to existing controls/mitigations?
2. Verify the Partner's Safety manager has reviewed the Annex and Checklist, work activity, hazards, and planned change(s): ☐ Yes

G. The following hazards apply to this Annex activity (click all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Confined Spaces | <input type="checkbox"/> Explosives |
| <input type="checkbox"/> Liquid Propellant | <input type="checkbox"/> Lifting |
| <input type="checkbox"/> Cryogenics | <input type="checkbox"/> Pressurized Vessels/Systems |
| <input type="checkbox"/> Radiation | <input type="checkbox"/> Energized Electrical Systems |
| <input type="checkbox"/> Hazardous Materials (e.g., fluids, gases, corrosive liquids) | |
| <input type="checkbox"/> Other: _____ | |

H. Identify Government facilities (office space, labs, shops, test facilities, etc.) anticipated to be utilized in accomplishment of the C3PW.

I. Use of GFP, including Contractor Accountable Government Property (CAGP) and Institutional Accountable Government Property (IAGP), is requested:

☐ Yes ☐ No

If yes, attach list divided into CAGP and IAGP with values for each item.